Eeon fka Brett Jones CDCR # BJ5840
P.O. Box 3100 Facility A
Chino, California 91708

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EEON FKA BRETT JONES &

THE CUSTODY CLASS, ET AL.,

Petitioner(s),

v.

CALIFORNIA DEPARTMENT, ET AL.,

Respondent(s).

Case No: 4:19-MC-80288-KAW

ADDENDUM: A CHARGE OF MISCONDUCT & CONSPIRACY AGAINST RIGHTS.

Addendum: A Charge of Misconduct & Conspiracy Against Rights by Officers of the Court

"An agreement by two or more persons to commit an unlawful act, a combination for an unlawful purpose, to conceal, to effect an unlawful common cause, to the unjust enrichment of one party and the injury of another."

COMES NOW, Eeon fka Brett Jones (Hereinafter "Petitioner(s)") over the age of 18 years, of the age of the majority and a citizen of the United States of America to state as follows:

1. On July 09, 2019 Petitioner(s) filed a Motion to Confirm an Arbitration Award which is only applicable with a matter governed by the Federal Arbitration Act (Hereinafter "FAA" or "Act") 9 U.S.C. § 1-16. The FAA requires "a dispute" to be defined in a contract containing an arbitration clause, a commerce clause and such be deemed binding, irrevocable, enforceable, and valid. The unilateral contract is binding by specific act or conduct – (See: U.C.C. § 9-208) against the United States via the Attorney General's Office and the entities CDCR & MHCDC, et al. The listing and claim that there was no duty to respond or perform was without jurisdiction according to the Act and the Supreme Court has stated that such is a matter is delegated by the

parties for the arbitrator to decide. It appears that the court has listed such as will be proved, by way of conspiracy to deprive one of their right to access the court via the FAA 9 U.S.C. § 9, 16 and we must address such as being in excess of jurisdiction. The court erroneously stated that the courts decide who gets to determine whether there is an agreement and who determines validity is a matter for judicial determination, contrary to the FAA and *Archer* (2019).

2. The court noted that the opposing party filed a motion in opposition, yet the court failed to note that they intentionally did not participate in the arbitration hearing. Respondent(s) also failed to produce a motion to vacate within ninety (90) days of receipt of the award by the arbitrator as required in accordance with the law and statute – See: 9 U.S.C. § 9.

3. The district court erred when it accepted the opposition motion from the Respondent(s) and did not permit an opportunity for the Petitioner to respond. The FAA requires that a burden of proof be exhibited by the Respondents, such as:

> "The party (not the court, as the court is not a party with respects to the instant issue) challenging enforcement of the arbitration award has the burden of proof."

4. The Courts accusation of fraud, stated that it found per 9 U.S.C. § 10 that "the purported arbitration award is not valid." The court further noted that "A unilateral compel performance contract," is not cognizable in law or equity" (9 U.S.C. § 1, 2) which is abuse of discretion and jurisdiction, as even if the Court could assume such arbitrary power, Petitioner(s) would have had to permit a hearing to defend such as permitted by law and equity.

5. Respondent(s) received the "contract," the Respondent(s) recognized their duty to respond, and that such a duty when specific equated to assent if there was no timely objection/rejection.

a. Here, Respondent(s) received the contract, whether they are bound, have assented or not is a matter of the FAA jurisdiction and per the contract for the arbitrator to decide. *Archer*, (2019) *Id.*

b. The September 16, 2019 letter received on September 23, 2019 by the Respondent(s) "did not accept the arbitration agreement," the contract permitted ten (10) calendar days in which to reject the arbitration agreement; September 16, 2019 was over eighteen (18) calendar days. Such a rejection came with a general non-specific response, which constituted assent to the terms of the agreement which held that:

> "Under general principles of contract (law) a bargained-for-exchange exist if one party's promise includes the other party's promise or performance… finding that a valid arbitration (agreement) clause included in an agreement (performance contract) mailed to each (contract – conditional acceptance) sent Respondent(s)… A party cannot avoid the terms of a contract by failing to read them."

6. In fact, "under contract law" (law & equity provision of 9 U.S.C. § 1) "receipt of physical (contract) document {2015 U.S. Dist. Lexis 16} containing contract terms or notice thereof is frequently deemed in the world of paper transactions, a sufficient circumstance to place the offeree on inquiry notice of those terms'" *Murphy v. Direct T.V. Inc.*, NO. 2:07-cv-06465-JHN, 2011 U.S. Dist. Lexis 87625, 2011 WL 3319574 at *2 (C.D. Cal. Aug. 2011); agreeing that competent adults are bound by [customer agreements], read or unread. *Aff.'a*, 724, F.3d 1218, 1225 n.4 (9th Cir. 2013).

7. Further note that it has long been held that:

> "Arbitrators derive their authority to resolve disputes only because the party's agreed in advance to submit such grievances to arbitration (*AT&T Comm.*, 475 US 643, 648-649

(1996))… Because the (Plaintiff's offer) clearly provides a mechanism for rejecting (Plaintiff's offer). Thus (Respondents) had a reasonable opportunity to reject (Plaintiff's) offer… (By the Respondents defaulting in their duty of obligation to respond, or to reject within timely manner, amounts to performance, act(s), assent to terms of the agreement)… the Respondents conduct amounts to assent.'" *Hill*, 105 F.3d. 1147-1149 (7th Cir. 1997).

8. The court noted that "Hill" admitted to receipt of the form contract but failed to read it… Where a letter is properly addressed and mailed (as is the case at present) there is a presumption that it reached its destination in usual time and was actually received by the person to whom it was addressed.'" *Hagner*, 286 US 427, 430, 76 L.Ed. 861, 52 S.Ct. 417 (1932).

9. The District Court erred when it failed to rebut the presumption that notification was mailed and not placing the burden upon the opposing party to prove non-receipt, which would require a hearing supported by proof of non-receipt, note:

"The court must presume a letter properly addressed was received (*Godfrey*, 997 F.2d 335, 338 (7th Cir. 1993). 'We (meaning "the courts") have held that take it-or-leave it offers are agreements (contracts to perform, act or not act constituting assent) for the purpose of the arbitration act.'

10. Why the federal district courts highlighted that "Sitcomm does not appear to be a valid entity of arbitration"… one court went so far as to characterize Sitcomm's award as a "bizarre jumble of inconsistent, non-sensical word salad… that the purported arbitration award, hearing and arbitrator are parts of a larger fraudulent enterprise…" The courts David N. presumes rather erroneously that:

"As in those cases, here, the "arbitration award" lacks any fact finding [a]rbitrators do not have the benefit of judicial instructions on the law [and] need not give their reasons for their results… judicial review of an award is more limited than judicial review of a trial – 346 US 427, 435-436 (1953)]. The court noted the judicial hostility towards an arbitration association that receives its power form the contract:

11. "An arbitrators power (legitimacy, validation) derives from the arbitration agreement." *Timegale*, 713 F.3d 797, 802 (5th Cir. 2013). The courts Novak continues to challenge the contract as a whole, when it is without the power to do so. See: *Archer* (2019).

12. Before we discuss the value of the unilateral compelled performance recognition at general contract law and not by a pre-disposed to bias, court system hostile to arbitration lets resolve the illegal and bias claim of fraud by this and "as in these cases," courts who have consistently failed to document all five (5) elements of fraud as prescribed by Rule 9(b) of the Federal Rules of Civil Procedure.

13. "Fraud in the inducement is a subset of fraud that arises when "the (offeror) promisor knows what he is saying, by his consent is induced by fraud, mutual assent is present and a contract is formed, which by reason of fraud is voidable.'" *Hinesley*, 135 Cal. App. 4th 289, 294, 37 Cal. Rptr.3d (2005).

14. The elements of fraud must be proved and they are as follows:

a. A misrepresentation (false representation, concealment or non-disclosure)… It must be noted in "those cases," nor in this one is any claim made of concealment, misrepresentation, or non-disclosure, so no proof documenting fraud.

b. Knowledge of falsity (or 'scienter') no claim of a falsity, as proof of service affidavit accompanies, and "the Respondent(s)… received the contract… staff responded…" So, no documented proof of knowledge of falsity.

c. Justifiable reliance of fraudulent concealment, misrepresentation, or falsity, and there has been no claim "in those cases" nor in this one of a justifiable reliance, except by the appellant, and that is reliance on the willful assent of the Respondent(s).

d. Resulting damage – not once do the Respondent(s) claim they were damaged by fraud claimed, nor do they "in those cases" or this one claim that fraud of any kind resulted in damage. There has been no documented proof of fraud in accordance with the law. "[I]n all averments in fraud or mistake, the circumstance constituting fraud… shall be stated in particularity." Fed. R. Civ. P. 9(b); *Keams v. Ford Motor Co.*, 567 F.3d 1120, 1125 (9th Cir. 2009).

15. "In those cases," as well as this one, these courts hostility is evident, not the prior reference is from the 9th Circuit Court of Appeals, a precedent for the Northern District Court's Westmore; who is "learned," and deemed to know law:

16. "A claim (either by court or opposing party) that is supported plausible facts and in any event is better viewed as a remedy (yet not under FAA provisions) and not a freestanding cause of action," *Astiana*, 783 F.3d 753, 762 (9th Cir. 2015); *TAE Youn Shin, et al v. Martin, et al*, (Dist. N.D. Ca.) – This lower court has failed to recognize the principles of fraud) 14-cv-04920-EMO.

17. A review of the record shows that the officers of the court, to include the judicial,

clerk, sheriff and attorneys have come together in an on-going conspiracy to attach an arbitration association on the basis that it, per the Federal Arbitration Act; needs some phantom legitimacy in order to render private judicial decisions (see: 9 U.S.C. §§ 1-16; 201-216; 301-316).

18. The Federal Arbitration Act (Hereinafter "FAA") holds that it is the private parties that may "agree that an arbitrator rather than a court will resolve disputes arising out of the contract," *Archer v. Schein*, 2019. The Act allows parties to agree by contract then an arbitrator rather than a court will resolve threshold arbitrability questions as well as underlying merits disputes," *Rent-A-Center West*, 561 US 63, 68-70 (2010); *First Options*, 514 US 938, 943-944 (1995); 586 US _____ (2019).

19. The text of the FAA must be interpreted as written… We have held that a court may not "rule on potential merits of the underlying," claim that is assigned by contract to an arbitrator. A court has "no business weighing the merits of a grievance" because the agreement is to submit all grievances to arbitration," *AT&T*, 475 US 643, 650; *Steelworkers*, 363 US 564, 568 (1960).

20. It has long been held that if a party is notified of an arbitration hearing, whether they wish to appear or not; cannot refuse to appear and/or wait until an adverse award is issued against their interest. In excess of ninety (90) days, any challenge to the motion to confirm an arbitration award is not permitted. We must interpret the Act as written as it is the law. If the contract states that every dispute, claim, issue, grievance is to be submitted to arbitration, then that is the mandate and "the courts must respect the parties decision as embodied in the contract." (Archer).

21. The conspiracy and financial enterprise is this, the Act recognizes arbitration

associations formed under law and equity. The FAA is the governing federal law and permits "private arbitration associations/arbitrators/neutrals" to participate according to the wishes of the parties "as embodied in the contract." It is no secret, that was done "to overcome the old [j]udicial hostility towards arbitration" *Southland*, 465 US 1, 10, 14 (1984) and this is and was Congresses essential purpose (intent, i.e.: Congressional intent) in enacting the FAA.

22. The judicial officers cannot and have not acted alone. They have their court officers initiate an action and allege fraud. One of the legal elements of the FAA 9 U.S.C. § 9, 10, 11. This requires all of the elements, five (5) of them to be proved, 'the attorney – officers of the court' utilize phrases such as "it is believed," "we have it on good information," "it is our opinion," and they (attorneys, officers of the court & judges) proceed to accuse the neutral arbitrator and./or private arbitration association as identified in the contract, of fraud and/or fraudulent existence.

23. One court properly noted:

> "Because the court has denied the joinder of (The Sitcomm Arbitration Association) SAA to this suit… even if the court allowed the joinder of SAA, before entering a default judgment, the court must determine whether the facts in the counterclaim, when deemed admitted, properly state a claim. *Global Santa Fe Corp.*, 250 /F.Supp.2d 610, 612 n.3 (E.D. Va. 2003). Given the Federal Rules of Civil Procedure Section 9 highlights the pleading requirement for fraud and the required showing for a permanent injunction, the court doubts, without finding, that the counter claim provides sufficient basis for entering a default judgment granting a permanent injunction against SAA." *Meekins*, No. 3:19-cv-501.

24. Although this judicial officer recognized the challenges demanding all the elements

of fraud be supported by proof when brought against an arbitrator or arbitration association, the court proceeded to speak of "scam" and/or "sham" arbitration awards. The court stated that the FAA did not recognize "unilateral contracts," despite U.C.C. § 9-208 to 210.

25. In fact, several federal courts after issuing confirmations of awards have gone back on the record, without notice, hearing or warning and reversed the original lawful judgments and vacated the award. Please note, "the Act does not contain such exceptions and they (the courts) are not at liberty to rewrite and are not at liberty to insert their own exceptions into the statutory text." (*Archer*). Waiting past the ninety (90) day statute of limitation is a violation of the FAA.

26. These courts are all claiming to decide on the FAA 9 U.S.C. § 9, 10 & 11 issues not as written in the statute but as "courts around the country have expressed doubts regarding the SAA's validity, documenting that these courts around the country are ruling on "meritorious basis… making a baseless claim without proof in law or equity that "Sitcomm does not appear to be a valid entity of arbitration." (2019 WL 4276995 at *2).

27. The corporations represented by these attorneys are acting in conjunction with the courts in this non-public policy conspiracy. "The Financial Crisis of 2008," was later identified as directly associated by fraud, several major banking institutions and their agents admitting to having defrauded the American homeowners over a period of forty (40) plus years. They (these financial institutions) are operating under the following provisions of law:

> "That the rights against the United States and any other party arising out of a contract are protected by the 5th Amendment of the United States Constitution.'" *United*, 118 US 235, 238; 258 US 51, 64.

28. That since the "serious," national economic emergency of 1933, evidenced by the

Act of March 09, 1933, the courts have stated that "fulfillment of the contractual obligation is essential to the maintenance of the credit of the public as well as private debtors. 99 US 70.

29. The parties agreed with the Supreme Court, the Congress, and the United States Treasury Department when it was published on the "official website of the United States…" on January 04, 2011 that "legal tender" in the form of federal reserve notes, had no value, was not redeemable in any commodity, that these notes receive no backing by anything, that this has been the case since 1933, over 85 years; Google "Legal tender status," U.S. Treasury.

30. These courts ignore this national policy contrary to 'the maintenance of the credit of the public' and access to the book-keeping-entry credit system. Also, these courts ignore the fact that "all property in the United States, territories, possessions, military instillations are owned by the United States, as "obligations of the United States ("Government Obligations")."

31. That under Presidential Proclamation 2039 and the March 09, 1933 Act, combined with 470 provisions of laws enacted by Congress do not permit the courts and the financial institutions to act in conspiracies such as this, and the 'unilateral compelled contracts' help the "private citizen," to effectively obtain compensation for seized property (U.S.C.A. § 5).

32. The fact that Congress has completed a full investigative report documenting all of the aforementioned is agreed upon by the parties. See the "National Emergencies Act, Associated Records, Reports," Senate Document # 43, 73rd Congress, 1st Session. Congressional Record, March 09, 1933 on HR 1491 p. 83 which satisfies the reasonableness and sensibleness of the "compromised agreement."

33. Because 12 U.S.C. § 411 documents that the federal reserve notes are "for the payment of all debts, both public and private," as documented on the face of each note, the parties to the contract settle due to the "obligation of contract," provisions of the Constitution.

The financial industries institutions having admitted guilt, conspiracy, fraud, etc… have settled with the Attorney General for $ 23 billion, yet now through a "Conditional Acceptance Contract," founded on 'the principals of compelled performance contracts and a duty or obligation to respond, produce documents due to prior relationship,' and verify under penalty of perjury, per the Fair Debt Collections Practices Act and the Fair Debt Collection's Procedures Act, these courts say contrary to these agreed upon facts that "there is no duty, no contract, no default, no obligation, no National Emergencies Act, no Presidential Proclamations 2039 declaring a National Banking Holiday that is still EXTANT and the private homeowner may not re-contract with these institutions under any circumstance.

34. That because the private citizen/party has an absolute right to property, that they cannot as possessor's of the underlying property do an assignment of interest on behalf of the United States under statute or at equity, at least this is non-sensical and not rationally inferable. Whereby such non-sense, as expressed by the United States Congress, the U.S. Treasury Dept (representing the Executive Branch) and the Supreme Court (who has in Williams (1933)) declared the March 9, 1933 Act to be Constitutional and in subsequent cases confirmed this finding. The court is silenced by the facts.

35. The conspiracy lay with the applied court rules, exceptions, procedures to the FAA whereby Congress through the text of the Act only made the rules of the court applicable on appeal (9 U.S.C. § 16) and only in that instance.

36. The court cannot act outside its delegatory authority, cannot regulate an arbitration association nor regulate an arbitrator under the FAA, yet they continue to assume this undelegated authority.

37. The courts claim that the FAA does not bestow federal jurisdiction upon the courts

(state or federal) yet that is not what Congress stated, "Congress bestowed jurisdiction upon the courts" under 9 U.S.C. § 3, 9, 10, 11 & 16. Specifically, under § 9 as it allows the parties to bestow jurisdiction under the FAA, by naming the court in the contract and/or the alternative, in the district of the arbitration hearing or parties.

38. 'The jurisdiction of the courts are in the text of the Act and we must interpret the Act as written and the Act in turn requires that we interpret the (unilateral) contract as written.'" (*Archer*). Remember when the Act stated that "the court must confirm," it must confirm, i.e. jurisdiction. 'By the courts around the country singling out the SAA, claiming that unilateral performance contracts are only binding when??? This will now cause an influx of claims that because "Click & Slide, or Shrink Wrap," agreements are not signed, despite proof of service and performance and all other elements of a contract being present, are subject to dismissal, sanctions and injunction declaratory judgments due to new unconstitutional, non-statutory precedents. Although there is no judicial review injunction/declaratory relief provisions in the FAA, "the courts around the country," continue to add this "exception" despite the Archer decision.

39. So we ask, are the courts not bound by Supreme Court precedent? Yes, they are. So why have they conspired to conceal their involvement in the criminal enterprise, for personal and unjust gain, to cause damage to reputation, infringe upon parties right to contract and impede the obligations of contract, which has each been held as unconstitutional? In a word, why?

40. The SAA appears to have been falsely accused of fraud, running a scam, a sham, for what purpose? You bad mouth someone, make false claims without proof. Purposely fail to appear at arbitration hearing, for the sole purpose of raising a barred by FAA claim, with the consent of the court to create and permit the "exception," so as to create authority? Sorry, but

the Congress did not intend by the Act to permit the courts to create exceptions to further "the 'old' [j]udicial hostility towards arbitration.'"

41. The SAA, through libel and slander, supported and condoned by the courts have had several court's ruling against them, enjoining them to matters without notice, despite immunity (judicial) that is extended to each other arbitrator and arbitration association. These courts held hearings, whereby SAA was mentioned, their website was highlighted and the arbitration agreement posted there-in on the site, are violating the click & slide, terms and conditions of the agreement which contains an arbitration agreement. These parties become obligated when they bring forth a claim respecting the Securities Investment Trust Commission Arbitration Association or SAA or copy and paste from the site on a public record, have a complaint, or an issue raised, as all information on the site is copy written.

42. It is my understanding that the SAA has yet to conduct a single arbitration, as they notified the public, 'to keep anyone from claiming that we are attempting to collude, defraud, or mislead anyone, we will assign each arbitration to an independent arbitrator,' and my contract permits re-assignment due to incapacity. All of the parties agreed to this in advance and to date, there have been no complaints via site or arbitration clause.

43. We find that the SAA has provided process of service, by mailing notices on my (our) behalf and on behalf of the assigned sub/contracted arbitrator. The SAA also certifies that the signature of the arbitrator on the award documents a contract with the arbitrator.

44. The courts by this on-going conspiracy are causing myself great harm. I relied on the unilateral performance contract, I sent out continual notices only to have the court not require proof of non-delivery; non-receipt of notices. The arbitration process requires only proof of mailing by declaration, the SAA in the usual course of conduct sends all (most) notices via

United States Postal Service Priority Mail with a tracking number. "Once delivered to the Post Office, the court must presume delivery." *Hagner*, 286 US 427, 430, 76 L. Ed. 861, 52 S.Ct. 417 (1932); Godfrey, 997 F.2d 335, 338 (7th Cir. 1993), the courts have, it appears; made an additional exception for the SAA, claiming that it has failed to serve documents as prescribed by the FAA. In all of the cases whereby there appears to be a claim of non-delivery, the record has exhibits, usually provided by the opposing party, bringing the claim of non-delivery to the moot position; that several items sent by the SAA and party to action were received. For what purpose would the court or attorney – officers of the court, make such baseless accusations? Because of the public perception, other courts do not usually check exhibits to determine if a claim is false or not, and thus the false and misleading statement is believed by many, slander and libel, the end result.

45. Conspiracy in all of its elements hereby documented and the fact that my/our motion to confirm award was, has been affected by this conduct that remains on-going and I have the right to redress and must insist upon the court reconsideration of the matter, vacating matter per the FAA (9 U.S.C. § 10, 11 (miscalculation, misconduct, and fraud)) and if not this shall serve as my notice of appeal for the United States Federal Ap0peals Court for the Federal Circuit. As is proper, for the banking institutions under law are instrumentalities of the United States, are considered one and the same. The states are instrumentalities of the "United" States and are considered one and the same.

46. This is a public interest matter as it calls into question all arbitrations, associations, arbitrators, unilateral, bilateral and other contracts that contain an arbitration clause. The court suggests that the arbitrator did not explain how it came to its conclusion, determination. Well I have found per the FAA that they do not have to do so. Further, the court stated, "A search of

courts records throughout the country," there is no provision in the FAA that permits a court to do any kind or type of investigation, searching for a reason to be more hostile. The FAA only permits the court to consider certain records the arbitrator relied on, considered and the award issued, not to investigate the arbitrator or neutral chosen by the parties by virtue of the binding, irrevocable and enforceable agreement.

47. When the Supreme Court held that it was the purpose and intent of Congress to limit judicial interference, hostility and indifference by specific language. Anytime the court acts outside the statutory text, it is acting in excess of jurisdiction. I have a right to challenge the jurisdiction of the court and this non-statutory practice of bypassing arbitration hearing/process after agreeing via (unilateral compelled performance) contract to seek alternative remedial process after agreeing through Act, actions, conduct, performance equating to assent, this is unconstitutional, unlawful (contrary to the statutory provisions) and is a color of law violation.

48. The courts challenge common law as defined via contract. The common law of the United States was adopted from the English Common Law, the parties agreed to the Jewish Common Law, 'Do to one's neighbor what is just and expected of one's self.'

49. The contract is founded on the legal doctrine of "the law of expectancy," which requires that which ought to be done, that which is reasonably expected to be done, to be done. There is/was/and remains a duty or obligation on behalf of the parties, the courts have by this matter documented a nationwide conspiracy, sought to unconstitutionally impede the obligation of contract.

50. The great State of New Hampshire's Legislative Branch or General Court and the Supreme Court of the State have declared that 'the government has failed to tell the people (as a whole, sovereign as sovereignty resides in "the people," or common-community) of the

consequences arising out of their corporate (government) offer to contract' "amounting to fraud and deception." (N.H.H. Bill 1778 – general purpose). These branches of government highlight each element of fraud when highlighting "the fraud and deceptive practices of government, in violation of public policy (excerpt from New Hampshire law attached by reference).

51. Now that "the private citizen," noting 'the changes in the terms of a prior agreement,' within a reasonable time specified, has likewise issued acceptance or assent via conditions. There is greater resistance and hostility towards arbitration. The courts via their arbitrary determination gets to bar a party's right to arbitration simply because it is relying on the well documented "old [j]udicial hostility towards arbitration." Seeing that the prejudicial motives are well documented by the Supreme Court and Congress via judicial precedent and legislative intent, we state that a financial gain, an enterprise with criminal intent is being perpetrated by these officers of the court.

52. With reference to those matters where 'the attorney – officers of the court' and their clients falsely claim that they have never been notified, note the contrary:

> "Recently, many financial institutions have experienced an influx of fake arbitration hearing notices, awards and even invoices." 5:19-mc-00017-H.

53. These bad faith operating conspirators continue to document on the record that they have not only "arbitration hearing notices, but also awards and even invoices,'" they claim that the SAA is not providing "arbitration hearing notices," "arbitration awards," or "other notices." As noted in the aforementioned, when the SAA sends out these "arbitration notices," they send via compact disc, which includes a copy of the contract between the parties, notice of default, notice of opportunity to cure, proof of service. The association provides this information, it is

believed; so that there can be no claim of "lacking knowledge," 'lack of notification,' 'fraud through concealment,' or 'bad faith.'

54. Despite these "fake notices," (fake or not these notices still satisfy the "notification requirement" of due process, yet the attorney – officers of the court, at the behest of their clients make the choice not to attend, respond, or participate. The court in the furtherance of conspiracy is well versed in the following general principle of arbitration law (FAA):

a. 'Any contract with government, an instrumentality of government, that contains a valid arbitration clause and commerce, is evidence of governments voluntary waiver of sovereign immunity as per the Clearfield Doctrine.' See: *Bank of Georgia v. Planter's Bank* (supra);

b. "Finding that plaintiff agreed to mediate (arbitrate) by failing to properly notify of their lack of acceptance… finding that language indicating change in terms was an offer… which was accepted by (performance) conduct… compelling arbitration where plaintiff received arbitration agreement… and manifest assent by performance (conduct).'" *Tickanen v. Harris, Ltd.*, 461 F.Supp 2d 863, 867, 868 (E.D. Wis 2006); 713 US 304, 309; 793 N.E.2d 886-892; No. 03 Civ. 08823 (CSH), 2006 W.L. 692002.

c. The courts are also aware that:

"The hearing required by due process is subject to waiver and is not fixed in form, does not affect the root requirement that an individual be given an opportunity for a hearing.'" 401 US 378-379; "One is informed that the matter is pending and can choose for himself whether to appear, default, or acquiesce or forfeit/contest.'" 339 US at 314; 335 US 337, 339, 340.

d. "That a party opposing enforcement must show it was not given notice reasonably calculated to inform it of the proceedings and an opportunity to be heard… The Court found that the Claimant with an opportunity to participate in the arbitration (electronic, de novo) in a

meaningful manner and Respondents simply chose not to participate in the arbitration proceedings,'" *Tiangsu*, 399 F. Supp.2d 165, 168 (E.D.N.Y. 2005); *Tianjin Port Free*, at 4, 5. That "ordinarily, there is no defense offered to the confirmation of an arbitration award … an opposing party cannot challenge an arbitration award decided after proper hearing and notice. The Supreme Court has held through precedent, that 'courts' are required (by the FAA) to confirm arbitration awards readily.'" *Dean*, 470 US 213, 220 (1985). It was further stated that Congress intended (Congressional intent) the courts to "enforce [a]rbitration agreements into which parties have entered.'"

55. Here, we have parties documenting that they have been experiencing an influx of arbitration notices and then complain that they were not given an opportunity to appear in person. The FAA does not 'require that the hearing be fixed in form,' because the arbitrator make a determination based on the written contract, written claims, disputes, challenges, an in person hearing on whether or not a party is in default is not required. The FAA only requires a de novo hearing to satisfy its statutory requirements. When a party is given knowledge of a hearing, opportunity to appear and chooses not to participate they are prohibited via principles of due process from challenging proceedings.

56. As stated, every challenge must be raised prior to appeal. A challenge to an arbitration award is an appeal. The FAA has a statute of limitations that is placed on the complaining party and the court. Neither may bring or hear a challenge brought past the 91st day of receipt of the award.

57. The notice and the award contains an electronic address by which to communicate with the arbitrator, with a notice that a copy of the communication must be served upon all parties.

Validity: "To qualify as a valid arbitration under the FAA, the arbitrator must consider the evidence and arguments from each party – advanced," 524 F.3d 1235, 1239 (11th Cir. 2008).

58. Under the "Validity of Arbitration" Doctrine, the SAA appears by practice, policy (internal) and the Act to be a valid arbitration association. Its assigned independent sub-contractors are valid arbitrators as delegated by agreement, the FAA, contrary to the conspiracy theories of the conspirators of this R.I.C.O. enterprise, (ref. the officers of the courts).

59. These conspirators are also targeting other associations known as "SSM," and "HMP," as they are conducting investigations. The judicial branch is investigating arbitration associations and arbitrators because:

1. "Research produced documents from several federal court cases involving arbitration awards issued by HMP…'" *Swanson*, 0:19-cv-117-DWF-LIB (D. Minn. 2019); *Orman*, 2:19-cv-4756-DWL (D. Ariz. 2019); *Vargas-Rios*, 1:19-cv-1592-LJO-BAM (E.D. Cal. 2019); *High*, 4:19-mc-20-A (N.D. Tex 2019); 4:19-mc-00019-0.

2. The contracts have identical language and typo's (note: the court gets authority regarding arbitration from the FAA), there is no prohibitions against contract, unilateral compelled performance agreements. As noted by several courts, the American Arbitration Association utilizes templates for arguments, the Attorney General (the investigative agency for the United States (not the courts), utilizes plea contract agreement templates. So, parties can choose to utilize a "trust," "contract," "mortgage," "notice," "proof of service," "certificate of service," all of which are templates; it's a choice!

60. Through its investigation, the court at Texas, concluded in its previous order (completed past the ninety (90) day statute of limitations, 9 U.S.C. § 9) "that the purported

arbitration award was obtained through fraud (No Fed. R. Civ. P. 9 elements documented) and undue means and that.... HMP exceeded its authority in issuing it." 4:19-mc-00019-0.

61. These courts noted that "A Motion to Confirm," is governed by 9 U.S.C. § 9 of the FAA and not the Fed. R. Civ. P., yet they charge the "Full" civil suit/litigation fee which is in excess of $ 400.00 as opposed to the miscellaneous fee of $ 47.00. Note the case numbers contained herein and see how these conspirators are unjustly enriching themselves through their fraud and fraudulent enterprise.

62. The Texas court documented its self-serving and conflicting motives, noted:

"It appears further work is necessary to protect this court (and its sister courts)..."

63. The court has no power under the FAA to protect itself, by ignoring arbitral immunity, no matter how "it appears." Issuing a non-FAA order not authorized under the FAA's motion to vacate provisions. The court was to follow the statute as written and has chosen to "protect itself," from what? Possibly from being obligated, arbitrated against, this will set the entire legal system back by at least 6,000 years as arbitration is non-judicial, now due to "old [j]udicial hostility" that is well documented, if we say you're not valid, you're not valid. This is true even if you give parties an opportunity to be present, to be heard, to argue, to present evidence, to request an extension, all in conjunction with the FAA, "valid arbitration hearing," provisions under the principals of "validity of arbitration doctrine" of the FAA.

64. This is my show of cause response, my challenge to the court's jurisdiction and I demand jurisdiction not be presumed, assumed but proved. I remind this body that jurisdiction may be challenged at any time even on appeal and I do hereby formally place such a challenge before this body and at each stage. Jurisdiction is the power, the authority to act. "The unilateral compelled performance contracts" grant authority for an arbitrator to act as agreed to by the

parties through act(s), action(s), inaction(s), conduct, and/or performance. The court has challenged the arbitrators jurisdiction, I have proved the jurisdiction of the arbitrator and demand redress through the FAA as written.

65. These courts have been assuming that they can just call an arbitrator in to testify, without paying for travel time and expenses. Since the contract is binding between the parties and the contracts include an estoppel clause, the "award dissatisfied party," has no recourse having voluntarily waived any right to challenge, the same as that of a court proceeding whereby a party waives the right to appeal.

66. These courts are ignoring these waivers contrary to the provisions of Restatement (Second) of Contracts, the FAA and the unilateral agreement of the parties. We focus on the contract, the contract contains simply a "showing of cause," for the claims made by the opposing party and the courts wish to challenge the contract as a whole; this despite court precedent and prohibitions of the FAA.

67. Note what the Supreme Court stated, 'that when provisions of the FAA are involved, any and all challenges to the contract as a while, is a matter for the arbitrator to determine.' So why are the courts challenging the contract as a whole? Each of these courts around the nation are hearing matters of arbitrability contrary to the wishes of the parties and the authority granted by the FAA. In doing so to facilitate the end-means of their conspiracy.

68. An arbitrator need not explain their actions, so long as they follow the arbitration agreement and the FAA from where their authority derives. Because of the absolute immunity, the courts and opposing parties have no right to call the arbitrator, nor integrity of the arbitrator into question outside the scope of 9 U.S.C. § 10 & 11. There has to be proof of misconduct, a failure to follow the FAA, as expressed in the contractual agreement.

69. To date arbitrators have been called in to help with a fishing expedition, to trap one in their words, to trip them up so-to-speak, contrary to the FAA.

"Arbitrator's need not explain their rational for an award." 948 F.2d 117, 121 (2nd Cir. 1991).

70. An arbitrator may only be required to answer the question, which contract did you derive your authority? What was the maximum amount the contract authorized to be awarded? Was there an arbitration clause? Was there a duty to respond such as:

a. If a government agency, department, organization, corporation they have a first amendment "duty to respond via redress." Note: 'financial institutions, courts, police departments, correctional facilities are instrumentalities of government and in the eyes of the law are one and the same.' Redress means to correct the wrongs and under the law of expectation you have a right to expect that government would correct the wrong.

71. So when the financial industries defrauded the American homeowner, admitting to deceit, concealment, R.I.C.O., fraud, unjust enrichment, they changed the terms of 20 million plus contractual agreements, when these agencies send a bill demanding payment for "government obligations," they change the terms of the agreement ("All property is owned by the government and individual so-called ownership is by virtue of government, i.e. usury), for the bank sold a property it by law and act of Congress never owned (Congre4ssional Report 1st Session 73rd Congress, P. 43).

72. The court will dismiss such as gibberish, yet it is accurate according to Congressional Record, agreement between the parties and the U.S. Supreme Court states that such is constitutional. The arbitrator only needs to say, I relied on the agreement between the parties and based my decision on the evidence presented. In this instance, the Respondent(s)

choose not to participate, so my job was to determine based on the information presented. Was there a default? Was there proof of default?

73. Any other questions by the court are irrelevant as without proof and not civil litigation accusations. Accusations are not proof, presumption of law is not applicable under the FAA, as written.

74. An arbitrator need not be on defense as "A judicial review of an arbitrator's award is extremely limited and the court must accept the arbitrator's creditability determinations, even where there is conflicting evidence and room for choice exists." 57 AD 3d 670, 869 (N.Y.S. 2d. Dept. 2008); 147 AD 3d 1071, 48 NYS 3d. 220 (N.Y.S. 2nd Dept. 2008).

75. The court wants to assume a fact-finding mission, the contract, the Federal Arbitration Act are the facts in the matter and the courts are attempting to switch the burden of proof upon the immune arbitrator, the FAA and contract law says no!

76. The FAA requires the parties to have entered into a valid agreement, unilateral or otherwise is governed by contract law. In this instance the contract was unilateral, resting upon compelled performance, which requires competent parties, an obligation or duty to perform. As noted, the Respondent(s) are a government entity(s), the First Amendment principle of government obligation to respond to the petitions of citizens and to assist in redressing wrongs. This obligation is contingent upon the representative capacity of government, if they represent the interest of the people this is indeed proof of a prior obligation and relationship between the parties.

77. What if the contract of compelled performance involves a financial institution? Can they be obligated as an instrumentality of government? Title 12 of U.S.C, C.F.R. the March 9, 1933 Act, Presidential Proclamation 2039 and various other laws state that they are.

78. To attempt to prevent such petitions on the form of a contract is a violation of several constitutional provisions, namely the right to petition and redress as stipulated by the First Amendment, which may not ever be abridged, for which Congress shall never make a law attempting to do so (see: U.S.C.A. § 1 and Due Process Provision of the 5th Amendment).

79. Then there is the prohibition against government impeding the obligations of contract. The courts are presumed to represent government, they have been held to have the same ability to enter into contracts and when the contract is a "commercial," one they voluntarily waive sovereign immunity for the duration of the life of that contract (see: Clearfield Doctrine).

80. These contracts are do-able, have an expiration date, is supported and in-line with contract law, between competent parties, and although these contracts amend prior agreements, they need not include consideration, yet they often do. They have value, are fair, have an arbitration clause, commerce clause, are solidly based on performance and although the contracts contain a "must be read contextually," and "arbitrator sole/exclusive jurisdiction clause," the court (and their sister courts) have stressed the need "to protect themselves," from these performance contracts that they continue to be bound to, as a result of refusing to respond within the specified reasonable time frame and failing to "show cause" via "proof of claim and reasonable questions."

81. Each court is abusing their office, position and their delegated authority; despite:

> "The standard review of an arbitrator's decision by the court (and their sister courts) is very narrow. The scope of review is limited and the court will not examine the validity of the decision except to the extent "that the award exceeds the agreement of the parties."" 58 US 344, 349 (1954).

82. That "the appropriate scope of judicial review" "is whether the award is the honest decision of the arbitrator, made within the scope for the arbitrators power, and that the court will not otherwise set aside an award for error, either in law or fact," 681 F.2d 1195, 1197, 1198 (9th Cir. 1982).

83. In the following cases, the court and their sister courts have conspired to create a record targeting arbitrators and associations based in admissible evidence, testimony outside the scope of the "exceptions," of the FAA, 9 U.S.C. § 1, 9, 10, 11, 12, 13, and 16.

Brown, W.L. 6718672 (S.D. Miss. Dec. 10, 2019); *Teverbaugh*, No. 2:19-mc-159-KS-MTP (S.D. Miss. Oct. 23, 2019); *Imperial*, No. 2:19-cv-129-KS-MTP (S.D. Miss. Sept. 13, 2019); *Nichols*, No. 2:19-mc-162 (S.D. Miss. Oct. 28, 2019); *Kahapea*, No. 2:19-mc-185 (S.D. Miss. Nov. 20, 2019); *Pennymac*, No. 2:19-cv-193 (S.D. Miss. Dec. 11, 2019); *Teverbaugh*, No. 1:19-cv-5482 (N.D. 111 Aug. 14, 2019), *Teverbaugh*, No. 1:19-cv-5485 (N.D. 111 Aug. 14, 2019); *U.S. Bank*, No. 6:19-mc-10 W.L. 6249298 (E.D. Tx. Oct. 22, 2019); *Meekins*, No. 3:19-cv-501, WL 7340300 (E.D. Va. Dec. 30, 2019); 5:19-mc-00017-H; *Swanson*, 0:19-cv-117-DWF-LIB (D. Minn. 2019); *Orman*, 2:19-cv-1456 DWL (D. Ariz. 2019); *Vargas-Rios*, 1:19-cv-1592-LJO-BAM (E.D. Cal. 2019); *High*, 4:19-mc-20-A (N.D. Tex. 2019); 4:19-mc-00019-0; 4:19-mc-00020.

84. In 2:19-cv-000129-KS-MPT an invalid order was entered. He has issued the same general order in more than nine (9) separate cases involving separate parties and contracts. Referenced to "A purported arbitration award, he allowed arbitrator's to be named as defendants. Also, he allowed an arbitration association to be listed as the Defendant(s). He then ignored the FAA and the arbitral immunity doctrine and highlighted his bias hostility:

"There has been a recent rash of cases involving arbitration awards issued by arbitrators with the SAA filed not only in this court but also in other jurisdictions."

85. He proceeded to list the matter he had commented on as an example. Yet, "FORUM, the American Arbitration Association and JAM complete hundreds of arbitrations per year and never are they penalized for issuing awards. The court and their sister courts are singling out the SAA and their arbitrators. The courts have also ignored the arbitral immunity doctrine, (AID) for the sole purpose of interfering and impeding the obligation of contract.

86. An arbitrators duty is to honor the valid agreement and to stay within the confines of the FAA, the law, and the arbitration clause. In each of these matters before the court to include their sister courts; the arbitrator is being accused of acting in excess of authority, yet there is not a single ounce of proof proffered. There is not one shred of evidence to support the claim of the courts. Now, per the principles of the FAA, 9 U.S.C. § 9, 10, and 11, it is the complaining party who is to provide proof and they are to do so within 90 days of receipt of delivery of the award. A review of each of these cases, documents the court and the attorneys for contracting parties entertaining challenges to the award beyond the 90-day period. This is all without proof of bias, misconduct, miscalculation or fraud, the extremely limited grounds for which the FAA establishes juridical jurisdiction.

87. In order for "the court to protect itself and its sister courts," it must do so in accords with the law. The court admits to unconstitutional and illegal conduct, such evidence appears throughout the record in the "recent rash of cases involving arbitration awards issued by arbitrators with SAA (and HMP).'"

88. The courts have questioned the amount of the awards without referring to the agreement, if the agreement between the parties is for $ 900 billion, it is up to the arbitrator to

determine if 1.) the party liable is capable of paying the amount agreed in the species agreed. 2.) if there is a breach, the extent of the breach and/or default.

89. The arbitrator must also consider what the United States Government has stated via official record, website, publication, Act, statute, law, ordinance and proclamation:

"Legal tender status – Treasury Department -------United States Department of the Treasury. http://www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx.

90. The United States Government may remove this information, yet until they change the status of legal tender or the banking holiday as evidenced by Congressional intent and record (National Emergency Act and associated reports document status quo) the arbitrator does no wrong when operating within the framework of the contract, the FAA and present/current laws of the United States.

91. For the court to ignore the acceptance of "Bookkeeping Entry" as an acceptable form of credit/currency, authorized by Congress via Title 12 and 13 of the U.S.C.S., is further proof of biased "old [j]udicial hostility towards arbitrators, arbitration associations, in an all-out attempt of self-preservation, to 'protect itself and their sister courts,' from their obligations in unilateral contracts and the consequences that result in their deliberate default.

92. The issues may not be ignored, the arbitrator abided by the agreement, the courts are concerned that because the organization: such as JAM (retired judges), AAA and FORUM (attorney – officers of the court) are not part of the SAA, HMP or other private arbitration association's that they can't control or orchestrate how they accept, deliberate and/or render decisions respecting contracts.

93. By having the monopoly on arbitration, the arbitrators and/or the associations, the court could dictate who could access redress through the arbitration Act, who could bind government to their obligation, by insisting on honoring waiver of sovereign immunity.

94. When government enters into a "commerce" agreement that contains an arbitration clause, it is bound by the FAA, without immunity protection. This is why the arbitrator poses a danger to the court and their sister courts, because they must be fair, they can't protect one party (the court per say) over another (or their sister courts), an arbitrator must be impartial when rendering, considering and/or presiding, or they are guilty of violating the contract, the law (FAA) and lose any immunity.

95. "The Valid Arbitration Doctrine" (VAD), 9 U.S.C. § 1 is well established by the intention of the parties and the FAA. The actions of the courts threaten the well-established purpose of the FAA, is unconstitutional, as it evidences the "old [j]udicial hostility towards arbitration and I challenge the court's jurisdiction. The reasons are stated above and at this point I demand recusal, change of venue due to the fraud upon the court and my person/our person, demand an investigation as a result of the criminal misconduct of the judicial officers for violating the FAA, acting as arbitrator without authority, jurisdiction, or consent of the parties as required by law.

96. The conspiracy and financial enterprise is this, the Act recognizes arbitration association's formed under law and equity, the FAA is the governing federal law and permits "private arbitration association's/arbitrator's/neutral's" to participate according to the wishes of the parties "as embodied in the contract. It is no secret that "to overcome the "**old** [j]udicial hostility towards arbitration" (*Southland*, 465 US 1, 10, 14 (1984) and this is/was Congress' essential purpose (intent, i.e. Congressional Intent) in enacting the FAA.

Petitioner submits this Addendum on this 18th day of February 2020.

Eeon fka Brett Jones

CERTIFICATE OF SERVICE

I, Eeon fka Brett Jones, being at or above the age of 18, of the majority and a citizen of the United States of America, did mail the documents entitled:

United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102 U.S.P.S. Tracking #: 9405511699000845265636

Affixing the proper postage and depositing it with the local postal carrier, also being of the age of the majority, and not a party to this action who upon receipt guarantees delivery as addressed and/or local drop box guaranteeing the same as prescribed in law. If called upon I provide this sworn testimony based on first-hand knowledge of the aforementioned events attesting and ascribing to these facts on this day February 18, 2020.

/s/ Eeon fka Brett Jones